

12/27/11 11:35:10
DK P BK 148 PG 674
DESO TO COUNTY, MS
W.E. DAVIS, CH CLERK

Prepared by:
STORE Capital Acquisitions, LLC
8501 E. Princess Drive, Suite 190,
Scottsdale, AZ 85255,
(480) 256-1108

Return To: First American Title Insurance Company
2001 Airport Road, Suite 301
Flowood, MS 39232
Attn: Melissa Holyfield
(601) 366-1222

515880F
Indexing Instructions: Lot 5, South Lake Commercial Subdivision, Section 36, T1S, R8W,
Desoto County, MS, PB 55, Page 44.

MEMORANDUM OF ASSIGNMENT OF LEASE

THIS MEMORANDUM OF ASSIGNMENT OF LEASE (this "Memorandum") is made effective as of December 14, 2011 (the "Effective Date"), by and between STORE CAPITAL ACQUISITIONS, LLC, a Delaware limited liability company, with an address of 8501 E. Princess Drive, Suite 190, Scottsdale, AZ 85255, (480) 256-1108 ("Assignor"), and FCHUX LLC, a Delaware limited liability company, with an address of c/o Drawbridge Special Opportunities Fund LP, 1345 Avenue of the Americas, 46th Floor, New York, New York 10105, (972) 532-4341 ("Assignee").

1. Assignor, as lessor, and O'Charley's Inc., as lessee ("Lessee"), are parties to that certain Master Lease Agreement (Pool 2) dated as of October 17, 2011 (together with all amendments thereto, the "Lease"), with respect to the lease of certain real property described on Exhibit A attached hereto (individually or collectively, the "Property"). Initially capitalized

4834-4546-1518.2
STORE / FCHUX LLC - Pool 2
Memorandum of Assignment of Lease
357 Goodman Road West, Southaven, Mississippi 38671
O'Charley's Store #269
File No. 7210/02-29.16

terms not otherwise defined in this Memorandum shall have the meanings set forth in the Lease.

2. Pursuant to the Lease, the Property is leased to Lessee, and in connection therewith, a memorandum of lease evidencing the Lease was recorded on October 20, 2011 as Book 147, Page 488 in the records of DeSoto County, State of Mississippi.

3. Pursuant to that certain Assignment and Assumption of Lease dated as of the date hereof (the "Assignment"), by and between Assignor and Assignee, Assignor has assigned all of its right, title and interest under the Lease to Assignee, and Assignee has agreed to be bound by all of the terms and conditions under the Lease.

4. Original copies of the Assignment are in the possession of the parties hereto. The Assignment contains other terms not set forth herein but which are incorporated by reference herein for all purposes. This Memorandum is executed for the purpose of placing parties dealing with the Property on notice of the existence of the Assignment and, where appropriate, its contents, and the parties hereto ratify and confirm all other terms of the Assignment as if fully set forth herein. Additional information concerning the terms of the Assignment can be obtained from the parties hereto at the addresses set forth above.

5. This Memorandum is intended for recording purposes only and does not modify, supersede, diminish, add to or change all or any of the terms of the Lease (except as modified by the Assignment) or the Assignment in any respect. In the event of any conflict between the provisions of this Memorandum and the provisions of the Assignment, the provisions of the Assignment shall control.

6. This Memorandum may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same document.

[Remainder of page intentionally left blank; signature page(s) to follow]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Memorandum as of the Effective Date.

ASSIGNOR:

STORE CAPITAL ACQUISITIONS, LLC, a
Delaware limited liability company

By: *Michael T. Bennett*
Michael T. Bennett
Executive Vice President

STATE OF ARIZONA)
) ss
COUNTY OF MARICOPA)

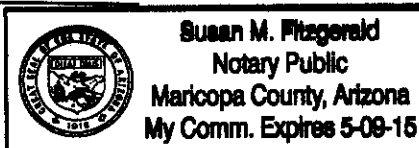
Personally appeared before me, the undersigned authority in and for the said county and state, on this 4 day of December, 2011, within my jurisdiction, the within named Michael T. Bennett, who acknowledged to me that he is the Executive Vice President of **STORE CAPITAL ACQUISITIONS, LLC**, a Delaware limited liability company, and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said company by its Board of Managers and said limited liability company so to do.

Susan M. Fitzgerald
Print Name *Susan M. Fitzgerald*
(NOTARY PUBLIC)

My commission expires:

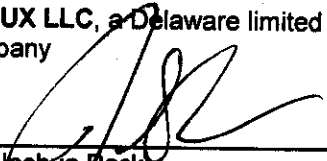
5-9-15

(Affix official seal, if applicable)



ASSIGNEE:

FCHUX LLC, a Delaware limited liability company

By: 
Joshua Pack
Vice President

STATE OF TEXAS)
) ss
COUNTY OF DALLAS)

Personally appeared before me, the undersigned authority in and for the said county and state, on this 8th day of December, 2011, within my jurisdiction, the within named Joshua Pack, as Vice President of FCHUX LLC, a Delaware limited liability company, and as the act and deed of said limited liability company, he executed the above and foregoing instrument, after first having been duly authorized by said company by _____ and said limited liability company so to do.


Print Name Brenda A. Keel
(NOTARY PUBLIC)

My commission expires:

8-10-2012

(Affix official seal, if applicable)



EXHIBIT A
PROPERTY

[Legal description attached]

Property Address: 357 Goodman Road West, Southaven, Mississippi 38671.

Pool 2

Tax Parcel No.: 1083736030-0000500

4834-4546-1518.2
STORE / FCHUX LLC – Pool 2
Memorandum of Assignment of Lease
357 Goodman Road West, Southaven, Mississippi 38671
O'Charley's Store #268
File No. 7210/02-29.16

A-1

LEGAL DESCRIPTION – Store 269

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF DESOTO, STATE OF MISSISSIPPI AND IS DESCRIBED AS FOLLOWS:

Lot 5, South Lake Commercial Subdivision located in Section 36, Township 1 South, Range 8 West, DeSoto County, Mississippi, as per plat thereof of record in Plat Book 55, Page 44, in the Chancery Court Clerk's office of DeSoto County, Mississippi, and being more particularly described as follows:

Beginning at an ½" rebar found on the South right-of-way line of Goodman Road West, said pin also being the Northwest corner of Lot 3, Plat Book 55, Page 44, and running thence South 00 degrees 06 minutes 39 seconds East, 290.91 feet to an iron pin; thence run South 89 degrees 53 minutes 21 seconds West, 313.20 feet to an iron pin; thence run North 12 degrees 20 minutes 23 seconds East, 56.00 feet to an iron pin; thence run North 21 degrees 29 minutes 24 seconds East, 133.03 feet to an iron pin; thence run North 45 degrees 27 minutes 40 seconds East, 106.83 feet to an iron pin; thence run North 70 degrees 32 minutes 13 seconds East, 106.57 feet to an iron pin; thence run North 88 degrees 02 minutes 01 seconds East, 75.35 feet to an ½" rebar, said pin being the True Point of Beginning. Containing 71544.35 sq. ft. or 1.6424 acres.